

AGREEMENT  
BETWEEN THE  
BOROUGH OF CARLSTADT  
AND  
POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL 312

January 1, 2001 - December 31, 2005

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## PREAMBLE

A. THIS AGREEMENT is made effective January 1, 2001 between the BOROUGH OF CARLSTADT, A BODY POLITIC AND CORPORATE OF THE State of New Jersey, hereinafter referred to as the "Employer" and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 312, hereinafter referred to as the "PBA".

B. The Employer and the PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end and that continuous and efficient service will be rendered to and by both parties.

## ARTICLE I

### ASSOCIATION RECOGNITION

A. The Employer recognizes the PBA Local 312 only as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all employees employed by the Employer's Police Department except those employees specifically excluded herein (Chief, Deputy Chief, Captains and all non-police employees excluded).

B. The Employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association (PBA Local 312, Inc.) only with regard to the categories of personnel covered by the said memorandum of agreement during the term of this Agreement.

C. The term "Police Officer or Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males, and shall apply to members of the police force covered by this Agreement.

D. No Employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.

## ARTICLE II

### ASSOCIATION REPRESENTATIVES

A. The Employer recognizes the right of the Association to designate representatives within the Department and alternates for the enforcement of this Agreement, provided they are members of the Carlstadt Police Department or their attorneys.

B. The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any change.

C. The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

2. The transmission of such messages and information which shall originate with, and are authorized by the Association or its officers. The Association representatives shall also be the authorized representatives for the receipt of information from the Employer.

D. The designated Association representatives shall be granted time with pay during working hours to investigate and seek to settle formal grievances, at the request of the Chief or his designate. This clause is meant to provide only one person, representative or alternate, be excused from duty regarding grievances at one time.

## ARTICLE III

### DUES CHECK-OFF

A. Upon presentation to the Employer of a dues check-off card signed by the individual employees, the Employer will deduct from such Employee's periodic salaries, the amount set forth on said dues check-off authorization card.

B. Thereafter, the Employer will, as soon as practicable, forward a check in the amount of all dues withheld for this purpose to the PBA representative entitled to receive same.

C. The said PBA representative shall be appointed by resolution of the PBA and certified to the Employer by the PBA.

## ARTICLE IV

### RIGHTS OF EMPLOYEES

#### A. Basic Rights

1. Pursuant to Chapter 303, Public Laws 1968, the Employer hereby agrees that every employee shall have the right freely to organize, join, and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of New Jersey or the Constitution of New Jersey and the United States.

2. The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

#### B. Employee Rights

1. Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality.

2. The security of the community depends to a great extent on the manner in which police officers perform their duty, and their employment is thus in the nature of a public trust.

3. The wide-ranging powers and the duties given to the Department and its members involve them in all manner of contacts and relationships with the public.

4. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers designated by the Chief of Police and the governing body.

5. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(a) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, in which event re-assignment of the member of the force should be employed. (If any time is lost, the member of the force shall be compensated). When it arises out of a work situation or police matter, interrogation shall be handled on Borough time.

(b) The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

(c) Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

(d) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

(e) The member of the force shall not be subject to any offensive language, nor shall be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

(f) The complete interrogation of the member of the force shall be recorded mechanically at the request of the member or interrogator. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.

(g) If a member of the force is under arrest or is likely to be; that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(h) This Article shall not apply with regard to minor violations or the routine day-to-day activities of the Department.

## ARTICLE V

### DATA FOR FUTURE BARGAINING

A. The Employer agrees to make available to the Association all relevant data the Association may require to bargain collectively, which data shall be contained in the official records of the Borough.

B. The relevant data noted above shall included but shall not be limited to such items as salaries and benefits enjoyed by other Borough employee groups, the cost of various insurance and other programs, information concerning overtime worked by employees, the total number of sick leave days utilized by employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature.

C. The Borough shall incur no additional expense by virtue of this Article. This Article shall not apply to any attorney-client work product.

## ARTICLE VI

### SALARIES

The base annual salaries for all Employees covered by this Agreement shall be set forth in Appendix "A".

## ARTICLE VII

### LONGEVITY

- A. Each Employee shall be entitled longevity payments as set forth below.
- B. Years of service shall be determined by the Employee's anniversary date of employment within the Department. Longevity entitlement and rate shall be determined by the number of years of service completed by the Employee as of the last day of each calendar year and at the employee's most current annual salary for the calendar year.
- C. Longevity shall be included in the annual salary of all employees at the following rates:
  - 1. One percent (1%) for every four (4) years of service for employees with nine (9) or less complete years of service.
  - 2. One percent (1%) for every three (3) years of service for Employees who have completed ten (10) or more years.
  - 3. The maximum longevity for employees hired on or after January 1, 1996 shall not exceed eight percent (8%).

## ARTICLE VIII

### STIPENDS

#### A. Detectives

Detectives shall receive the sum of one thousand one hundred fifty dollars (\$1,150.00) per year, which shall be included in the applicable officer's annual salary.

#### B. K-9 Officers

K-9 officers shall receive the sum of three hundred dollars (\$300.00) per year, which shall be included in the applicable officer's annual salary.

#### C. Juvenile Officers

Juvenile officers shall receive the sum of six hundred dollars (\$600.00) per year, which shall be included in the applicable officer's annual salary.

## ARTICLE IX

### UNIFORMS

A. Each new Employee shall receive from the Employer, free of charge in lieu of a clothing allowance, a complete uniform. If the new Employee does not complete two (2) full years of service with the Borough of Carlstadt, that Employee must reimburse the Borough in accordance with the terms of a separate contract to be signed by the Employee and the Borough.

B. Thereafter, the Employer will pay each uniformed and plainclothed employee an annual clothing allowance in the amount of One Thousand Three Hundred Twenty Five (\$1,325.00) Dollars, which shall be included in the annual salary of all employees..

C. If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed items.

D. Utilization of Article IX-C shall not diminish the clothing allowance set forth in this Agreement, except if a complete new uniform is issued in any calendar year.

E. An Employee's uniform or personal equipment which are required by him in his capacity as a police officer, which may be damaged as a result of a single episode during the course of his employment, shall be replaced with a uniform or personal equipment which are the same or similar to the Employee's original issue, at the expense of the Employer, with the approval of the Chief of Police and Police Commissioner, except where such damage is caused by the negligence of the Employee.

F. Article IX-E shall not be applied during a police officer's initial calendar year of appointment.

G. Any such payments made under Article IX-E shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement and shall be made to the Employee within thirty (30) days of the reporting of same. When a payment has been made by the Employer pursuant to Paragraph E of this Article, the Employee shall verify the use of the funds on reasonable request from the Employer.

H. It is understood that it is each officer's individual responsibility to report for work in proper attire. Failure to do so may result in disciplinary action.

## ARTICLE X

### WORK DAY AND WORK WEEK

A. The normal work day tour shall be eight (8) hours, which shall include forty five (45) minutes for a meal period in addition to a fifteen (15) minute coffee break prior to the meal period and a fifteen (15) minute coffee break subsequent to the meal period, per day, which shall be taken pursuant to present practice including the obligation to respond to all calls.

B. The present work schedule system and charts shall continue in full force and effect during the term of this Agreement. This paragraph shall be subject to law.

C. Except as otherwise modified by this Agreement, the present calendar shall remain in full force and effect. The calendar showing the semi-annual schedule rotations and assignments for January 1 through June 30 of each calendar year shall be posted no later than December 15 of the previous year. The calendar showing the semi-annual schedule rotations and assignments for July 1 through December 31 of each calendar year shall be posted no later than January 15 of each calendar year. Vacations are selected pursuant to the Agreement and shall be fully shown and included upon the posted schedule as set forth in this Article.

## ARTICLE XI

### HOURLY RATE

To compute the base hourly rate for overtime or other purposes, the Employee's annual base salary, as stated in Appendix A of this Agreement, shall be divided by one thousand nine hundred thirty six (1,936) hours.

## ARTICLE XII

### OVERTIME

A. Work in excess of the Employee's basic work week or tour for a day is overtime.

B. Overtime shall be paid by the following rules: It shall be paid as overtime compensation (time and one-half).

C. Overtime shall be as required and approved by the superior on duty or the department head. Overtime shall be paid in fifteen (15) minute segments and an Employee who works eight (8) minutes or more of any fifteen (15) minute segment shall be paid overtime for the entire fifteen (15) minute segment.

D. All overtime shall be paid no later than the first pay period following the period in which the overtime is worked.

E. Overtime for regularly scheduled shifts and details will be offered in an order of preference based upon a rotating seniority and accumulated hours roster. The purpose of this paragraph is to equalize overtime among Employees and same shall not be defeated by the Employer's selection of special persons within the unit for special details as set forth herein.

### ARTICLE XIII

#### SHIFT CHANGES

The Employer agrees that it will not unreasonably adjust shifts so as to avoid overtime payment to Employees covered by this Agreement and shift changes shall not occur without giving affected Employees seventy two (72) hours notice.

### ARTICLE XIV

#### RECALL

Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of four (4) hours work or pay in lieu thereof.

## ARTICLE XV

### COURT TIME

A. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies. All such required court time shall be considered as overtime and shall be compensated at time and one-half.

B. When an Employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, provided however, that such travel time shall be computed between the Employer's police headquarters and the pertinent Court or Administrative Body.

C. The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required including waiting time in the Court or Administrative Body, together with any applicable travel time, provided however, that the Employee's entitlement to overtime under this Article shall not be less than four (4) hours of overtime pay.

D. The parties reserve all their rights and remedies in the event that a dispute arises with respect to the legality of payment for civil court or administrative appearances as herein provided.

## ARTICLE XVI

### TRAINING PAY

The Employer agrees to compensate all Employees covered by this Agreement at time and one-half rate for attending training courses on their own time which courses are State or Municipality mandated.

## ARTICLE XVII

### PBA REPRESENTATIVES

A. The Employer agrees to grant the necessary time off without loss of pay to the State Delegate and Alternate Delegates of the PBA to attend any state or national convention pursuant to state law. Further, the Employer agrees to give the necessary time off without loss of pay to the PBA representative duly designated as a State Delegate to attend the monthly NJ State PBA meeting and the County Conference meeting.

B. The Employer agrees to grant necessary time off without loss of pay to the PBA representative duly designated by the PBA Association to represent the PBA at any meetings with the Employer in regard to Contract Negotiations.

## ARTICLE XVIII

### VACATIONS

A. Vacation allowance shall be based upon service as set forth below:

0-12 months	7 working days
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1-5 years	12 working days
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1st day of 6th year - 10 years	17 working days
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1st day of 11th year - 15 years	18 working days
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1st day of 16th year - 20 years	22 working days
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1st day of 21st year and thereafter	24 working days
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B. When in any calendar year, the vacation or any part thereof is not granted by reason of the pressure of police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year at the approval of the Chief of Police and Police Commissioner provided such vacation time has been previously requested during the calendar year. Requests pursuant to this paragraph shall be made by March 1st of the respective year.

C. If an Employee is on vacation and becomes sufficiently ill so as to require hospitalization for four (4) days or more, he may have such period of illness and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

D. No Employee who is on vacation shall be recalled except in case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.

E. Vacations shall be selected on a rotating seniority basis which shall be established by the Department. Vacations to be selected and posted within the schedule by March 1st of each calendar year.

## ARTICLE XIX

### HOLIDAYS

A. The present practice of thirteen (13) holidays per calendar year and the means by which members of the unit are granted time off with regard to same shall be maintained in full force and effect during the term of this Agreement.

B. If for any reason the Employee uses fewer than the thirteen (13) holidays per calendar year, the Employee shall receive an additional day's pay for each day up to and including three (3) days of such holiday entitlement not utilized by the Employee. Payment to be automatically credited and paid in the final pay period in December of each calendar year.

## ARTICLE XX

### PERSONAL LEAVE DAYS

A. Each Employee shall be entitled to one (1) personal leave day per year. For the purposes of this clause, an Employee shall not be required to advise his superior of the reason for the personal leave day.

B. Employees shall notify the Chief of Police or his designee of their intention to take a personal day and must receive approval from the Chief of Police to insure that the Borough has adequate personnel on hand to perform all necessary functions. The said personal leave day shall not be unreasonably cancelled thereafter.

## ARTICLE XXI

### BEREAVEMENT LEAVE

A. All permanent full time Employees covered by this Agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family. Immediate family shall include spouse, children, parents, brothers, sisters, and grandparents of the Employee or spouse. However, in the event that the death, funeral services, or any observance or obligation in connection therewith occurs more than two hundred fifty (250) miles from the Borough of Carlstadt, then the Employee shall be entitled to four (4) days leave with pay.

B. In addition to bereavement leave granted under this Article, when the death of a family member involves an Employee's spouse or child, the Employee will be entitled to five (5) days leave with pay upon the death of that family member.

C. In the event of extenuating circumstances, the Employee can request that the bereavement leave period be postponed, all or in part, for a reasonable period of time. A request for such postponement must be approved by a committee comprised of the Chief of Police, the Police Committee and the Mayor and approval for same shall not be unreasonably withheld.

E. Any extension of absence under this Article, however, may be at the Employee's option and with the consent of the Police Commissioner or Mayor, be charged against available vacation time or be taken without pay for a reasonable period.

## ARTICLE XXII

### SICK LEAVE

A. All full time members within the bargaining unit shall have unlimited sick leave as per prior practice.

B. The Employer shall have the right to send a member of the Department or a physician to the Employee's home at the Employer's expense, for the purpose of examination.

C. To qualify for payment while absent on sick leave such Employee who will be absent from duty on sick leave shall so notify the Chief of Police or the officer in charge at least two hours before the commencement of his scheduled tour of duty. Said notice shall state the nature of the cause of absence from duty. An Employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

D. In any of the following three (3) circumstances, the Borough of Carlstadt may reasonably require a police officer to submit a physician's certificate upon his return to work after use of sick time:

1. Where the officer used more than four (4) consecutive sick days; or

2. The officer used more than four (4) individual uses of sick time in a calendar quarter; or
3. Where there has been illustrated a regular or recurring pattern of use of sick time.

## ARTICLE XXIII

### WORK INCURRED INJURY

A. Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer.

B. The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work, and, the Employer may reasonably require Employees to visit the Borough Physician or its insurance company physician.

C. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgement in the Division of Worker's Compensation, or by the final decision of the last reviewing court which shall be binding upon the parties.

D. For the purposes of this Article, injury or illness incurred while the Employee is acting in any Employer authorized activity, shall be considered in the line of duty.

E. Any time an Employee performs a duty or function which he has been ordered to perform in the line of duty, or one traditionally performed by Employees governed by this Agreement, or one incidental thereto, and is injured as a result thereof, it shall be construed by the parties as one which arises out of and in the course of the Employee's employment of Worker's Compensation and for pension benefits pursuant to appropriate statutes.

## ARTICLE XXIV

### LEAVE OF ABSENCE

A. All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed forty five (45) calendar days.

B. The Employee shall submit in writing all facts bearing on the requests to the Chief of Police or his designated representative who shall append his recommendation and forward the request to the governing body. The governing body shall consider each case on its merits and without establishing a precedent. The Employer shall not unreasonably deny any Employee's request for a leave of absence.

C. This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the Employee has used his accumulated sick and vacation leave in the case of illness or the Employee's vacation leave, if leave without pay is requested for reasons other than illness.

E. Seniority shall be retained.

## ARTICLE XXV

### MILITARY LEAVE

Mandatory military leave for Employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

## ARTICLE XXVI

### MATERNITY LEAVE

A. Maternity leaves not to exceed six (6) months without pay shall be granted at the request of a female Employee.

B. Maternity leaves may be extended or renewed for a period not to exceed six (6) months without pay upon the request of a female Employee.

## ARTICLE XXVII

### HEALTH BENEFITS

A. Medical Insurance Coverage

The Employer will continue to provide and pay for the existing medical insurance coverage as follows:

1. Basic information specified in booklets to be distributed by the Employer.
2. Employees covered - All full time Employees who regularly work thirty (30) or more hours each week are eligible.

3. Family members

a. An Employee's spouse and unmarried children under nineteen (19) years of age are eligible.

b. In addition, unmarried children up to twenty three (23) years of age who are full time students and primarily supported by an insured Employee will be eligible for benefits.

c. Insurance for a dependant child who is mentally or physically incapable of earning his or her own living will be continued beyond the age limit, assuming proof of the child's incapacity is furnished at the time the coverage would otherwise terminate.

d. Any family member also employed by the Employer will be insured for Employee benefit rather than family member benefits.

In addition, the Employer will continue to provide and pay for medical insurance coverage in accordance to the following:

1. Under the Schedule of Benefits/Basic Health Benefits:

- a. Accidental Injury: \$500.00 per person per year
- b. Physician's Hospital Visits: \$50.00 per day

2. Under Co-Insurance:

Eighty Five percent (85%) of eligible mental or nervous disorders with a maximum of eighty (\$80.00) dollars per visit.

3. Under Dental Plan:

- a. Class III: Special - Eighty five percent (85%)
- b. Class IV: Orthodontia - Eighty five percent (85%)  
with a \$2,500.00 maximum.

4. Under Vision Care Plan/Covered Services:

a.	Exams:	\$65.00
b.	Lenses:	\$65.00
	Single -	\$65.00
	Bi-focal -	\$85.00
	Tri-focal -	\$95.00
	Lenticular -	\$125.00
c.	Frames:	\$75.00
d.	Contact Lenses:	\$300.00

All increases in the premiums during the term of this Agreement shall be borne entirely by the Employer.

B. Dental Plan

The Employer shall provide and pay in full the premium costs of the full family group dental plan including orthodontic coverage as follows:

1. Basic information specified in booklets to be distributed by the Employer.
2. Employees covered - All full time Employees who regularly work thirty (30) or more hours each week are eligible.
  3. Family members
    - a. An Employee's spouse and unmarried children under nineteen (19) years of age are eligible.
    - b. In addition, unmarried children up to twenty three (23) years of age who are full time students and primarily supported by an insured Employee will be eligible for benefits.
    - c. Insurance for a dependant child who is mentally or physically incapable of earning his or her own living will be continued beyond the age limit, assuming proof of the child's incapacity is furnished at the time the coverage would otherwise terminate.
    - d. Any family member also employed by the Employer will be insured for Employee benefit rather than family member benefits.

C. Vision Care Plan

The Employer shall provide and pay the full premium costs of the full family vision care plan as set forth below:

1. Basic information specified in booklets to be distributed by the Employer.

2. Employees covered - All full time Employees who regularly work thirty (30) or more hours each week are eligible.

3. Family members

a. An Employee's spouse and unmarried children under nineteen (19) years of age are eligible.

b. In addition, unmarried children up to twenty three (23) years of age who are full time students and primarily supported by an insured Employee will be eligible for benefits.

c. Insurance for a dependant child who is mentally or physically incapable of earning his or her own living will be continued beyond the age limit, assuming proof of the child's incapacity is furnished at the time the coverage would otherwise terminate.

d. Any family member also employed by the Employer will be insured for Employee benefit rather than family member benefits.

D. Drug Prescription Plan

The Employer shall provide and pay the full premium costs of the full family drug prescription plan as set forth below:

1. Basic information specified in booklets to be distributed by the Employer.

2. Employees covered - All full time Employees who regularly work thirty (30) or more hours each week are eligible.

3. Family members

a. An Employee's spouse and unmarried children under nineteen (19) years of age are eligible.

b. In addition, unmarried children up to twenty three (23) years of age who are full time students and primarily supported by an insured Employee will be eligible for benefits.

c. Insurance for a dependant child who is mentally or physically incapable of earning his or her own living will be continued beyond the age limit, assuming proof of the child's incapacity is furnished at the time the coverage would otherwise terminate.

d. Any family member also employed by the Employer will be insured for Employee benefit rather than family member benefits.

E. Health Benefits - Retirement

The Employer shall provide and pay the full premium of costs of Employee health benefits as set forth below:

1. Basic information specified in booklets to be distributed by the Employer.

2. Employees covered - Upon completion of an officer's career, which meets all the requirements in terms of qualifying him for a full pension in the New Jersey Police and Fireman's Retirement System, he shall be entitled to receive a full health benefits package, as set forth in this Agreement, including Dental, Vision Care, and Drug Prescription Plans, equivalent in all aspects to that coverage which is now provided by the Borough to all members of the bargaining unit. The costs of same to be borne entirely by the Borough. As the conditions and terms qualifying a member for the pension may change, the qualifications for health benefits will simultaneously change.

3. Family members

a. An Employee's spouse and unmarried children under nineteen (19) years of age are eligible.

b. In addition, unmarried children up to twenty three (23) years of age who are full time students and primarily supported by an insured Employee will be eligible for benefits.

c. Insurance for a dependant child who is mentally or physically incapable of earning his or her own living will be continued beyond the age limit, assuming proof of the child's incapacity is furnished at the time the coverage would otherwise terminate.

d. Any family member also employed by the Employer will be insured for Employee benefit rather than family member benefits.

4. The Employer shall continue to provide, at its sole cost and expense, full health coverage for the surviving spouse and dependant children of an active or retired Employee who dies after having completed twenty five (25) years of service, for a period no longer than five (5) years, upon the same terms as said coverage was provided to the Employee prior to his death.

5. If the retiree or the retiree's spouse obtains employment which offers health benefit coverage, then he or his spouse must notify the Borough of same, whereupon he or his spouse shall avail themselves of coverage and all claims must be submitted thereto and said coverage exhausted, prior to submission to the Borough's health care program, which Borough program shall become secondary. If no other coverage is provided, then the Borough's coverage shall remain primary.

## ARTICLE XXIII

### LIFE INSURANCE

The Employer will provide, at its own cost and expense and without cost to the Employee, a life insurance policy in the face amount of Ten Thousand (\$10,000.00) dollars per Employee.

## ARTICLE XXIX

### PENSION

A. The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to the provisions of the statutes and laws of the State of New Jersey.

B. The Employer will pay to the appropriate Police Retirement Fund all amounts which the fund will accept on account of any payments made to the Employees pursuant to this Agreement.

C. It is agreed that in the event that the parties dispute as to whether a payment should or should not be made to the appropriate Police Retirement Fund, then, and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

## ARTICLE XXX

### INSURANCE - CIVIL SUITS

A. To the extent permitted by applicable law, the Employer will pay on behalf of any Employee all sums which the Employee shall become legally obligated to pay as damages because of acts or omissions arising out of the activities of one or more members of the Carlstadt Police Force, within the scope of his employment as a member of the Carlstadt Police Force including, but not limited to the following perils:

- (i) False Arrest, False Imprisonment or Unlawful Detention;
- (ii) Assault and/or Battery
- (iii) Malicious Prosecution
- (iv) Defamation, Libel, Slander, Humiliation or Violation of Right of Privacy (unless arising out of advertising), Occupancy or Wrongful Entry;
- (v) Negligence;

- (vi) False or Improper Service of Process;
- (vii) Violation of Property Rights
- (viii) Personal Injury, Mental Anguish, Mental Injury and Shock;
- (ix) Third Party Property Damage as a result of False Arrest (property of person being arrested); and
- (x) Claims made or actions brought pursuant to the United States Constitution or the constitution of the State of New Jersey, or any law affording a civil right of action for damages by reason of an invasion of a civil right or liberty.

To obtain indemnification under this section the Employee must: 1) give the Employer prompt notice of the claim or action against him, 2) authorize the Employer, in its discretion, to settle or defend such actions or claims, and 3) take reasonable steps to cooperate in the defense thereof.

B. The Employer, at its option, will either: 1) provide counsel at no charge to the Employee for all claims or civil actions taken against the Employee because of acts or omissions arising out of the activities of one or more members of the Carlstadt Police Force, within the scope of his employment as a member of the Carlstadt Police Force or 2) authorize the Employee to obtain counsel selected by the Employee whose counsel fees will be paid by the Employer at a reasonable rate to be agreed upon by the Employer and the counsel for the Employee. For the purpose of this section, if the Employer and counsel cannot agree upon a reasonable rate, the rate paid by the Employer's insurance carrier to outside counsel for similar work shall be deemed to be a reasonable rate.

C. The Employer may continue to retain insurance to meet its obligations under either paragraph A or B above. If the Employer determines to retain insurance, Employees seeking indemnification and legal defense will be obligated to cooperate with the insurance company selected by the Employer.

D. To the extent that no conflicts exist in representation, multiple Employees may be represented by one attorney appointed by the Employer or the Employer's insurance carrier.

## ARTICLE XXXI

### MILEAGE ALLOWANCE

Whenever an Employee shall be required to use his personal vehicle in any job connected capacity assigned or authorized by the Chief of Police, he shall be entitled to an allowance of Thirty five (\$0.35) Cents per mile.

## ARTICLE XXXII

### IN-SERVICE TRAINING PROGRAM

A. It is recognized by both parties to this Agreement that it is to the mutual benefit of the citizens of Carlstadt and the Police Department to maintain a high level of training and professional preparedness among police officers. Toward that end, it is resolved that the Borough of Carlstadt will endeavor to maintain a high level of police training and to afford educational opportunities for in-service training and police professional development to all officers covered by this Agreement. The Borough of Carlstadt agrees to provide educational opportunities pursuant to the needs of the Department and in consideration of the individual requests of officers for such additional training. Selection of in-service training courses and the scheduling of such courses shall be subject to the needs of the Department and the discretion of the Police Commissioner. Where a request for a course has been approved or an officer has been assigned to take a course, then it is agreed that the Borough of Carlstadt will reimburse the officer for any costs of taking the course which he may incur and any cost of material which may be required.

B. The Employer agrees to establish a training program for all Employees covered by this Agreement in order to provide for increased public service and increased personal professional police development.

C. Schooling shall be made available to individuals who desire training. The Borough of Carlstadt shall have the right to select courses of training which may be appropriate to the needs of the Borough of Carlstadt. Such courses and training programs shall be made available to officers covered by this contract on a personal option basis with seniority resolving disputes.

D. If a training program requires an Employee to attend school on his day off, then the Employee shall be compensated at straight time rate in cash compensation or in compensatory time. Such compensatory time would be at the time and one-half rate.

E. Employees who request training shall be guaranteed at least one training school per year.

F. The employer agrees to reimburse any Employee covered under this Agreement at the rate of Ten (\$10.00) dollars per day for meals while attending any such training which requires a meal period.

### ARTICLE XXXIII

#### EDUCATION BENEFITS

A. College incentive pay will be at the rate of Eight Hundred (\$800.00) Dollars per year upon the attainment of an A.A. Degree in 1998 and thereafter. College incentive pay will be at the rate of One Thousand One Hundred (\$1,100.00) Dollars upon the attainment of a B.A. or B.S. Degree in 1998 and thereafter in Police Science or related fields: provided, however, that any police officer who was an Employee prior to January 1, 1983, had begun or completed any course or courses leading toward a college degree or attained any college degree whatsoever, shall receive annually the college

incentive pay to which the Employee is now or hereafter becomes entitled, regardless of whether said degree is in the police science, related fields, or any other fields of study.

B. College incentive pay will be at the rate of One Thousand Three Hundred Fifty (\$1,350.00) Dollars upon the attainment of a Masters Degree, in 1998 and thereafter in Police Science or related fields: provided, however, that any police officer who was an Employee prior to January 1, 1983, had begun or completed any course or courses leading toward a college degree or attained any college degree whatsoever, shall receive annually the college incentive pay to which the Employee is now or hereafter becomes entitled, regardless of whether said degree is in the police science, related fields, or any other fields of study.

C. The January 1, 1983 cut off date referred to in Paragraphs A and B shall pertain only to those Employees who were hired prior to January 1, 1991. Any Employee hired after January 1, 1991 and any present Employee who has not received a degree or begun courses leading to a degree prior to 1983, must obtain a degree in Police Science or related fields in order to be eligible for this benefit.

D. Questions concerning whether a degree is considered a related field as stated in Paragraphs A, B, and C shall be determined reasonably on an individual basis by a committee comprised of the Chief of Police, the Police Committee and one member of the PBA.

E. College incentive pay shall be included in the annual salary for all applicable employees.

## ARTICLE XXXIV

### PERSONNEL FILES

A. A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.

B. Any member of the Police Department may by appointment review his personnel file, but this appointment for review must be made through the Chief of Police or his designated representative.

C. Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

D. All personal history files will be carefully maintained and safeguarded permanently and nothing placed in any file shall be removed therefrom.

## ARTICLE XXXV

### TELEPHONE

A. Each Employee shall be required to submit his home phone number to the Department and shall be required to report any change of home phone number.

B. The Department shall not release the Employee's home phone number to anyone except appropriate Borough officials without an express and written authorization executed by the Employee.

## ARTICLE XXXVI

### BULLETIN BOARD

A. The Employer will supply one bulletin board for the use of the Association to be placed in a conspicuous location.

B. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

C. No matter may be posted without receiving permission of the officially designated Association representative and the Chief of Police or his designee.

D. The Chief or his designee shall not unreasonably withhold permission for posting.

## ARTICLE XXXVII

### SAFETY AND HEALTH

A. The Employer will comply with all safety and health statutes and other safety and health regulations so as to maintain existing working conditions at a safe level for all Employees.

B. Every Employer shall furnish a place of employment which shall be reasonably safe and healthful for Employees. Every Employer shall install, maintain and use such Employee protective devices and safeguards including methods of sanitation and hygiene where a substantial risk of physical injury is inherent in the nature of a specific work operation shall also with respect to such work methods, as are reasonably necessary to protect life, health, and safety of Employees, with due regard for the nature of the work required.

## ARTICLE XXXVIII

### UNIFORM REGULATIONS

A. While the parties agree that a full and complete uniform and the use thereof by the Employee has an affirmative impact upon an officer's image, it is recognized that the use of the police hat while riding in a patrol vehicle can cause inconvenience and discomfort to the Employee.

B. The parties, therefore, agree that an Employee may remove his uniform hat while riding in an official patrol vehicle.

## ARTICLE XXXIX

### POLICE VEHICLES

All police vehicles purchased after the execution of this Agreement shall have the standard police package and the Employer will make every effort to keep such equipment in good state of repair.

## ARTICLE XL

### CEREMONIAL ACTIVITIES

A. In the event a police officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) uniformed police officers of the Department to participate in funeral services for the said deceased officer.

B. Subject to the availability of same, the Employer will permit a department police vehicle to be utilized by the members in the funeral service.

C. Police officers participating in such funeral services shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police and the Police Committee, but without precedent setting.

## ARTICLE XLI

### OFF DUTY COMMUNITY ACTIVITIES

A. Whenever an Employee engages in any Employer authorized community related activity on behalf of the Borough during the Employee's off duty hours, the Employee shall be granted compensatory time off, which shall be granted by the Employer and utilized by the Employee in accordance with the present practice regarding compensatory time off and the means by which Employees are granted time off with regard to same.

B. Unless otherwise expressly notified herein, all present practices with respect to off duty community activities and the offering of opportunities to Employees to participate in same during the Employee's off duty hours shall be maintained in full force and effect.

## ARTICLE XLII

### OFF DUTY POLICE ACTION

A. All police officers are presumed to be subject to duty twenty four (24) hours per day.

B. The parties agree to the following:

1. Any action taken by a member of the force on his time off, which would have been taken by an officer on active duty if present or available, shall be considered police action, and the Employee shall have all of the rights and benefits concerning such action as if he were then on active duty. The within clause does not apply to secondary employment which may be handled by Employees covered by this Agreement.

2. Recognizing that the Employer and its residents benefit from the additional protection afforded them by armed off-duty police officers, and further

recognizing the weighty responsibility and hazards confronting such off-duty police officers, the Employer agrees to pay such Employees an additional sum to be added to the regular and periodic payments the Employees receive in the following amount: One (\$1.00) dollar per year for off-duty time.

### ARTICLE XLIII

#### SENIORITY

Traditional principles of seniority shall apply to Employees covered by this Agreement. Such principles shall apply to layoff, recall, and any similar acts. Seniority is defined to mean the accumulated length of service with the Department. Time in service by date of appointment shall apply. An Employee's length of service shall not be reduced by time lost due to an absence from his employment for bona fide illness or injury certified by a physician not in excess of one year. Such certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

### ARTICLE XLIV

#### SEVERANCE BENEFITS

At any time following the Employee's Twenty-fourth and one-half (24 1/2) year of service, the Employee shall become entitled to a terminal leave of six (6) months provided that separation from his employment is not based upon disciplinary termination. Terminal leave may be taken at the Employee's sole option as a six month leave of absence will full pay and benefits or as a lump sum payment of six months salary at retirement. The Borough of Carlstadt may, at the discretion of the Governing body, grant additional terminal leave on an individual basis, however such additional grants will not constitute binding practice nor shall they modify the Employer's obligation under this Article.

## ARTICLE XLV

### APPOINTMENT TO NEXT RANK

The Employer agrees that whenever a vacancy exists in the ranks of Superior Officers, as stated in the Table of Organization, such vacancies shall be filled by promotion within one hundred twenty (120) days from the date the vacancy exists.

## ARTICLE XLVI

### USE OF NON-POLICE PERSONNEL

No full time officer or Employees covered under this Agreement shall be replaced by any person other than another full time officer or Employee covered by this Agreement.

## ARTICLE XLVII

### EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State and Federal Laws.

## ARTICLE XLVIII

### AMENDMENT TO LAW

Any provision of this Agreement requiring State legislative action to permit its implementation by amendment of law shall not be effective until the appropriate State bodies have acted.

## ARTICLE XLIX

### GRIEVANCE PROCEDURE

A. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedure shall be used. For the purpose of this Agreement, the term "grievance" means any complaint or any difference or dispute between the Borough and any Employee with respect to the interpretations, application, or violation of any of the provisions of this Agreement.

B. The procedure for the settlement of grievances shall be as follows:

1. STEP ONE

In the event that any Employee covered by this Agreement has a grievance, within four (4) working days of the occurrence of the event being grieved, the Employee shall discuss it informally with any Captain. The Captain shall decide the grievance within four (4) working days after the grievance is first presented to him.

2. STEP TWO

If no satisfactory resolution of the grievance is reached at Step One, then within four (4) working days, the grievance shall be presented in writing to the Chief, with a copy going to the Borough Clerk. The Chief shall render a decision within five (5) working days after the grievance was presented to him.

3. STEP THREE

If no satisfactory resolution of the grievance is reached at Step Two, then within five (5) working days, the grievance shall be presented to the Mayor and Council. The Mayor and Council shall render a decision within fifteen (15) working days after the grievance is first presented to them. All grievances that are submitted to the Mayor and Council shall be done so in person and hand delivered to either the Borough Clerk or in her absence, the deputy Borough Clerk, during normal business hours. Acknowledgment of this delivery shall be retained by the grieving officer as proof of delivery.

#### **4. ARBITRATION**

(a) If no satisfactory resolution of the grievance is reached at Step Three, the Grievance Committee of the bargaining unit shall have the exclusive right, within ten (10) working days, to refer the grievance to the Public Employment Relations Commission for the selection of an Arbitrator to decide the issue or issues. The decision of the Arbitrator shall be final and binding upon the parties.

(b) The Arbitrator shall have no authority to add to or subtract from the Agreement when interpreting same.

#### **ARTICLE L**

##### **PAST PRACTICE CLAUSE**

A. The parties agree that all benefits, rights, duties, obligations, terms, and conditions of employment relating to the status of Borough of Carlstadt Police Officers, which benefits, rights, duties, obligations, terms, and conditions of employment are not specifically set forth in this Agreement shall be maintained at not less than the highest standards in effect at the time of commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

B. Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations, terms and conditions of employment applicable to any police officer pursuant to any rules, regulations, instructions, directives, memorandums, statutes, or otherwise shall not be limited, restricted, impaired, removed, or abolished. The parties agree that the past practice whereby unit members report for duty ten (10) minutes prior to their tour is eliminated.

## ARTICLE LI

### NO WAIVER

- A. Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.
- B. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees or Employer herein are entitled by law.

## ARTICLE LII

### MAINTENANCE OF WORK OPERATIONS

- A. The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No officer or representative of the Association shall authorize, instigate, or condone such activity.
- B. It is understood that violations of the provisions of this Article may subject any Employee participating in or condoning such activity to disciplinary action through the Borough. Such disciplinary action may include termination of employment or any other appropriate lesser form of discipline, subject to the applicable provisions of state statute and other applicable provisions of this Agreement.

## ARTICLE LIII

### SAVINGS CLAUSE

- A. It is understood and agreed that if any portion of this Agreement or the application of such provision to other persons or circumstances shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.
- B. If any such provisions are so invalidated by statute, the Employer and the Association will meet for the purpose of negotiating changes.

## ARTICLE LIV

### TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2001 through December 31, 2005. The economic changes provided for in this Agreement shall apply only to those Employees in the employ of the Borough during the term of this Agreement or who retire from the employ of the Borough during the term of this Agreement.

This Agreement shall continue in full force and effect until a successor Agreement is executed.

WITNESS:



BOROUGH OF CARLSTADT



WITNESS:

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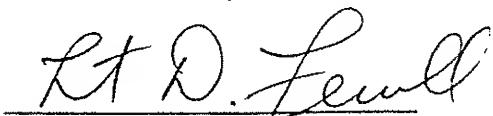
THE POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL 312



WITNESS:

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THE LIEUTENANT'S BENEVOLENT  
ASSOCIATION, LOCAL 312



APPENDIX "A"SALARIES

## Patrolmen

(Employees hired on or before December 31, 1995)

	<u>1/1/2001</u>	<u>1/1/2002</u>	<u>1/1/2003</u>	<u>1/1/2004</u>	<u>1/1/2005</u>
<b>MAXIMUM</b>	\$73,080	\$76,003	\$79,043	\$82,205	\$85,493

## Patrolmen

(Employees hired on or after January 1, 1996)

	<u>1/1/2001</u>	<u>1/1/2002</u>	<u>1/1/2003</u>	<u>1/1/2004</u>	<u>1/1/2005</u>
0-1 Year	\$27,996	\$29,116	\$30,281	\$31,492	\$32,752
1-2 Years	\$32,661	\$33,967	\$35,326	\$36,739	\$38,209
2-3 Years	\$38,494	\$40,034	\$41,635	\$43,300	\$45,032
3-4 Years	\$44,454	\$46,232	\$48,081	\$50,004	\$52,004
4-5 Years	\$51,474	\$53,533	\$55,674	\$57,901	\$60,217
5-6 Years	\$58,493	\$60,833	\$63,266	\$65,797	\$68,429
6-7 Years	\$65,512	\$68,132	\$70,857	\$73,691	\$76,639
<b>MAXIMUM</b>	<b>\$73,080</b>	<b>\$76,003</b>	<b>\$79,043</b>	<b>\$82,205</b>	<b>\$85,493</b>

## Patrolmen

(Employees hired on or after January 1, 2000)

	<u>1/1/2001</u>	<u>1/1/2002</u>	<u>1/1/2003</u>	<u>1/1/2004</u>	<u>1/1/2005</u>
0 -1 Year	\$26,945	\$28,023	\$29,144	\$30,310	\$31,522
1 -2 Years	\$31,436	\$32,693	\$34,001	\$35,361	\$36,775
2 - 3 Years	\$37,049	\$38,531	\$40,072	\$41,675	\$43,342
3 - 4 Years	\$42,744	\$44,454	\$46,232	\$48,081	\$50,004
4 - 5 Years	\$46,747	\$48,617	\$50,562	\$52,584	\$54,687
5 - 6 Years	\$49,494	\$51,474	\$53,533	\$55,674	\$57,901
6 - 7 Years	\$56,243	\$58,493	\$60,832	\$63,265	\$65,796
<b>MAXIMUM</b>	<b>\$73,080</b>	<b>\$76,003</b>	<b>\$79,043</b>	<b>\$82,205</b>	<b>\$85,493</b>

<b>Sergeants</b>	\$78,496	\$81,736	\$85,105	\$88,609	\$92,253
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<b>Lieutenants</b>	\$84,362	\$88,236	\$92,265	\$96,206	\$100,304
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